



10631 MAIN STREET
PHONE: 815-623-2829 FAX: 815-623-1360

DEVELOPER REIMBURSEMENT OF FEES AGREEMENT

Village of Roscoe Account No. _____

OWNER:

Name of Property Owner: _____

Owner's Address: _____

Cell Phone: _____ Work Phone: _____ Email: _____

APPLICANT (if different than owner):

Name of Applicant: _____

Applicant's Address: _____

Cell Phone: _____ Work Phone: _____ Email: _____

LOCATION OF PROPERTY:

General Location: _____

Total Acreage: _____ PIN(s): _____

LEGAL DESCRIPTION: (Attach as Exhibit A)

- A. **DEPOSIT:** In the event it is necessary for the Village to obtain or furnish professional services, including, but not limited to, attorneys, engineers, planners, architects, surveyors, traffic or drainage experts, inspectors, plan examiners, or other consultants, in connection with any petitioner's request for the Village to consider or otherwise take action upon any annexation, zoning change, subdivision development, dedication, vacation or easements or other improvement or development upon real property, then the petitioner and owner of the property shall be jointly and severally liable for the payment of such professional fees plus a service fee for each billing by the Village to cover the Village's administrative expenses as determined by the Village Board of Trustees from time to time. At the time the petitioner requests action from the Village, he shall be required to deposit an amount with the Village as determined by the Village as amended from time to time by ordinance as an initial deposit to be credited against fees and costs incurred for the above-described services. The petitioner and owner are liable for and shall be billed for services and consultation rendered prior to the filing of an application or petition for a development proceeding.

- B. **INVOICES:** The Village shall send the petitioner regular invoices for fees and costs that have been deducted from the fees prepaid by the petitioner, and the remaining balance of the deposit held in escrow. At all times the petitioner shall maintain a minimum balance of \$5,000.00 in escrow with the Village, and no work shall be performed on any project where the amount in escrow falls below the required \$5,000.00 minimum balance. Petitioner shall prepay all fees, and the \$5,000.00 minimum balance shall be in addition to any fees required hereto by Village ordinance or this agreement.

- C. **WITHDRAWALS AND DENIALS OF PETITIONS:** A petitioner who withdraws a petition may apply in writing to the Village for a refund of his initial deposit. The Village Board may, in its discretion, approve the refund less any actual fees and costs which the Village has already incurred relative to the petition. In the event the Village Board denies the approval of any or all portions of a petition, a petitioner shall remain liable for all fees and costs which the Village has incurred relative to the petition, and no refund of a deposit or deposit balance shall occur until such fees and costs have been paid.

- D. **PROFESSIONAL FEES:** Any professional fees incurred as a direct or indirect result of the petitioner, owner or their agent requesting a professional opinion or otherwise requesting relief or assistance from the Village, whether or not related to real property, shall be reimbursed in accordance with §154.027 and §154.028 of the Village of Roscoe Code of Ordinances, in the sole discretion of the Village, a professional opinion is desired as necessary.
- E. **DEFAULT:** Upon the failure of the petitioner or owner to reimburse the Village in accordance with §154.027 and §154.028 of the Village of Roscoe Code of Ordinances, the Village shall send notice to the petitioner or owner, by Certified Mail, return receipt requested, that the deposit is in arrears. No action or any request made by the petitioner or owner will be acted upon by the Village Board or by any other official, quasi-official or deliberative individual or body thereunder; and such request shall remain in abeyance until all outstanding fees are paid in full. Furthermore, if all outstanding fees are not paid in full and the deposit replenished pursuant to §154.027 and §154.028 of the Village of Roscoe Code of Ordinances, within seven (7) business days after the notice was mailed, the application shall be considered withdrawn by the petitioner or owner. Upon any failure to reimburse the Village in accordance with §154.027 and §154.028 of the Village of Roscoe Code of Ordinances, the Village may, in its discretion, elect to place a lien against any real property associated with the petitioner's request. Interest in the amount of 1½ percent per month shall accrue on all sums outstanding for thirty (30) days or more. Such lien shall be in an amount equal to the outstanding amount owed to the Village.
- F. **ASSIGNING AUTHORITY:** The Village Board and the designated Village staff members are hereby authorized to assign requests for professional services to the Village staff or to consultants as the Village Board deems appropriate.
- G. **IN HOUSE STAFF:** When any professional services, contemplated by §154.027 and §154.028 of the Village of Roscoe Code of Ordinances, are rendered by the Village staff, then in such case the party making the request shall reimburse the Village for its cost incurred in providing said professional services. Said reimbursement shall be at the rate of \$30.00 per hour unless the actual amount paid by the Village to such in house staff exceeds that amount, in which case the reimbursement shall be the actual cost to the Village for providing those in house services.
- H. **REMEDIES:** The remedies available to the Village as set forth hereinabove are non-exclusive and nothing herein shall be construed to limit or waive the Village's right to proceed against any or all parties in a court of law of competent jurisdiction.
- I. **AGREEMENT:** At the time the petitioner requests action from the Village, he will be required to enter into any agreement with the Village that contains the parameters of this Section.
- J. **REFUND:** Any surplus funds in the account of the petitioner or owner after all costs are paid shall be returned after approval by the appropriate Village staff or Village Attorney, upon written request by the petitioner or owner.
- K. **PROFESSIONAL FEES INCURRED FOR INDIVIDUAL RESIDENTIAL PROPERTY:** In the event it is necessary for the Village to obtain professional services in connection with any work proposed for or done on an individual resident's property, including, but not limited to, drainage, provision of utilities or other public services, landscaping or structural issues, the owner of the property shall be liable for the payment of such professional fees plus a service fee for each billing by the Village to cover the Village's administrative expenses as determined by the Village Board from time to time. Said professional fees shall include, but are not limited to, the costs of any consultation, review of drawings, field inspections and travel expenses. The applicable provisions of §154.027 and §154.028 of the Village of Roscoe Code of Ordinances also apply.

- L. HIGHER DEPOSIT: Notwithstanding any provisions of §154.027 and §154.028 of the Village of Roscoe Code of Ordinances, the Village, through its Village Board, may require a higher deposit and a Reimbursement of Fees Agreement containing additional requirements of the petitioner for development proceedings or reviews after taking into account the following factors: i) the scope of the development; ii) the acreage of the development; and iii) the anticipated expense of professional consultants including, but not limited to, engineers, land planners and attorneys, reasonably necessary to review the proposed development request. In addition, the Village, through its Village Board or Attorney, may negotiate other items relative to the review or development proceeding including, but not limited to, the use of specific consultants and/or attorneys, rates and budgets.

By signing this Agreement, the petitioner and/or owner acknowledge that each of them has read the foregoing paragraphs, and each of them fully understands and agrees to comply with the terms set forth herein. Further, by signing below, each signatory warrants that he/she/it possesses full authority to so sign in the capacities represented to the Village.

The owner and/or petitioner agree that the owner and applicant shall be jointly and severally liable for the payment of fees referred to in applicable sections of the Code of Ordinances of the Village of Roscoe, and as referred to hereinabove.

Petitioner

Date

Petitioner

Date

Owner

Date

Owner

Date